EXHIBIT 27
Oracle's Supplemental Interrogatories to Defendant Rimini Street, Inc.
REDACTED

1   BOIES SCHILLER FLEXNER LLP
    RICHARD J. POCKER (NV Bar No. 3568)
2   300 South Fourth Street, Suite 800
    Las Vegas, NV 89101
3   Telephone: 702.382.7300
    Facsimile: 702.382.2755
4   rpocker@bsfllp.com

5   BOIES SCHILLER FLEXNER LLP
    WILLIAM A. ISAACSON (*pro hac vice*)
6   KAREN L. DUNN (*pro hac vice*)
    1401 New York Avenue, NW, 11th Floor
7   Washington, DC 20005
    Telephone: 202.237.2727
8   Facsimile: 202.237.6131
    wisaacson@bsfllp.com
9   kdunn@bsfllp.com

10 BOIES SCHILLER FLEXNER LLP
    STEVEN C. HOLTZMAN (*pro hac vice*)
11 BEKO O. REBLITZ-RICHARDSON
      (*pro hac vice*)
12 1999 Harrison Street, Suite 900
    Oakland, CA 94612
13 Telephone: 510.874.1000
    Facsimile: 510.874.1460
14 sholtzman@bsfllp.com
    brichardson@bsfllp.com

    MORGAN, LEWIS & BOCKIUS LLP
    JOHN A. POLITO (*pro hac vice*)
    One Market, Spear Street Tower
    San Francisco, CA 94105
    Telephone: 415.442.1000
    Facsimile: 415.442.1001
    john.polito@morganlewis.com

    DORIAN DALEY (*pro hac vice*)
    DEBORAH K. MILLER (*pro hac vice*)
    JAMES C. MAROULIS (*pro hac vice*)
    ORACLE CORPORATION
    500 Oracle Parkway, M/S 5op7
    Redwood City, CA 94070
    Telephone: 650.506.4846
    Facsimile: 650.506.7114
    dorian.daley@oracle.com
    deborah.miller@oracle.com
    jim.maroulis@oracle.com

    Attorneys for Plaintiffs Oracle USA, Inc.,
    Oracle America, Inc., and Oracle
    International Corp.

15   UNITED STATES DISTRICT COURT

16   DISTRICT OF NEVADA

17
    ORACLE USA, INC., a Colorado corporation;   Case No. 2:10-cv-0106-LRH-VCF
18 ORACLE AMERICA, INC., a Delaware
    corporation; and ORACLE INTERNATIONAL   **ORACLE'S SUPPLEMENTAL**
19 CORPORATION, a California corporation,   **INTERROGATORIES TO**
    Plaintiffs,   **DEFENDANT RIMINI STREET, INC.**
20
           v.
21
    RIMINI STREET, INC., a Nevada corporation;
22 SETH RAVIN, an individual,
    Defendants.
23

24

25

26

27

28

_____

1   Pursuant to Federal Rules of Civil Procedure 26 and 33, Plaintiffs Oracle USA, Inc.,

2 Oracle America, Inc. and Oracle International Corporation (together, "Oracle") hereby request

3 that Defendant Rimini Street, Inc. answer the following interrogatories.

4   **DEFINITIONS**

5   The definitions, instructions, and requirements of Federal Rules of Civil Procedure 26,

6 33, and 37 are adopted and incorporated by this reference. The following words and phrases

7 shall have the following meanings in these interrogatories:

8   1.   "Concerning," "Concerns," "Relate," "Relating," "Related," or any other

9 derivatives thereof means regarding, pertaining to, referring to, respecting, stating, describing,

10 involving, evidencing, constituting, noting, reflecting, containing, embodying, memorializing,

11 mentioning, analyzing, discussing, commenting upon, specifying, listing, summarizing,

12 identifying either directly or indirectly, or having any logical or factual connection with the

13 matter discussed.

14   2.   "Environment" means a copy of Oracle Software that results from installation of

15 that Software.

16   3.   "Injunction" means the permanent injunction entered by the Court on August 15,

17 2018, ECF No. 1066.

18   4.   "J.D. Edwards Family of Products" means all current and former J.D. Edwards-

19 branded Software and related Software and Support Materials.

20   5.   "Oracle" means Oracle America, Inc. (including its predecessor-in-interest,

21 Oracle USA, Inc.) and Oracle International Corporation.

22   6.   "Oracle Database Family of Products" means all current and former Oracle

23 Database-branded Software and related Software and Support Materials.

24   7.   "Oracle Software" refers to computer programs, applications, environments, and

25 data that were designed, created, developed, sold, or otherwise provided by Oracle, including

26 those of the J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of

27 Products, and Oracle Database Family of Products.

28   8.   "PeopleSoft Family of Products" means all current and former PeopleSoft-

1

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO RIMINI STREET

1   branded Software and related Software and Support Materials.

2   9.   "Person" means any natural person or any business, legal or governmental entity

3   or association.

4   10.   "Siebel Family of Products" means all current and former Siebel-branded

5   Software and related Software and Support Materials.

6   11.   "Software" means computer programs, applications, environments, and data that

7   were designed, created, developed, sold, or otherwise provided by Oracle, including those of the

8   J.D. Edwards Family of Products, PeopleSoft Family of Products, Siebel Family of Products, and

9   Oracle Database Family of Products.

10   12.   "Software and Support Materials" and "Software or Support Materials" mean

11   software applications, environments and other installations, program updates, software updates,

12   bug fixes, patches, custom solutions, and instructional documents for any families of software

13   products provided by Oracle, including those of the J.D. Edwards Family of Products,

14   PeopleSoft Family of Products, Siebel Family of Products, and Oracle Database Family of

15   Products, regardless of whether any such materials were later modified by any Person, including

16   without limitation a customer or third-party support provider.

17   13.   "You," "Your," and "Rimini" means and refers to Rimini Street, Inc., and, where

18   applicable, any of its current or former predecessors, successors, parents, subsidiaries, divisions,

19   or affiliates, and any officers, directors, employees, contractors, agents, consultants, attorneys,

20   accountants, administrators, or persons or entities acting for, on behalf of, or under control of

21   each of the foregoing.

22   **<u>INSTRUCTIONS</u>**

23   1.   A party's full or abbreviated name or a pronoun referring to a party means

24   the party and, where applicable, its officers, directors, employees, partners, corporate parent,

25   subsidiaries or affiliates. This definition is not intended to impose a discovery obligation on any

26   person who is not a party to the litigation.

27   2.   The wording of any interrogatory does not constitute an admission of what the

28   facts or evidence will ultimately show.

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO RIMINI STREET

1   3.   The following rules of construction shall apply to all interrogatories:

2   a) The use of a verb in any tense shall be construed as the use of that verb in

3   all other tenses.

4   b) the use of a word in its singular form shall be deemed to include within its

5   use the plural form;

6   c) the connectives "and" and "or" shall be construed either disjunctively or

7   conjunctively, whichever makes the interrogatory, definition, or

8   instruction more inclusive;

9   d) the terms "any," and "each" shall be construed to encompass "all";

10   e) the term "including" means "including but not limited to"; and,

11   f) the use of the word "the" shall not be construed as limiting the scope of

12   any interrogatory.

13   4.   These Interrogatories are to be considered continuing in nature, and Rimini must

14   promptly furnish supplemental responses if any additional responsive information is discovered

15   or created after Rimini's responses are tendered, or if any of Rimini's responses are subsequently

16   determined to be incorrect, incomplete, or misleading in any respect.

17   5.   Unless otherwise specified, the time period covered by these Interrogatories is the

18   time period beginning August 14, 2018.

19   **INTERROGATORIES**

20   **INTERROGATORY NO. 1:**

21   For each of paragraphs 2 through 15 of the Injunction, and separately for each sub-

22   paragraph (e.g., separately for paragraphs 2.a and 2.b), state whether Rimini made any changes

23   to its support processes in response to the Injunction or in anticipation of possible entry of the

24   Injunction, and if so describe those changes.

25   **INTERROGATORY NO. 2:**

26   Identify every Person involved in developing or implementing any changes to Rimini's

27   support practices for Oracle Software and Support Materials in response to the Injunction or in

28   anticipation of possible entry of the Injunction, including a description of each Person's role in

3

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO RIMINI STREET

1   developing or implementing such changes.

2   **INTERROGATORY NO. 3:**

3   Describe any changes made to Rimini's automated processes in connection with Oracle

4   Software and Support Materials in response to the Injunction or in anticipation of possible entry

5   of the Injunction, including without limitation Rimini's Automated Framework program and

6   ███████████████ .

7   **INTERROGATORY NO. 4:**

8   Describe any programs (including any software tools, automated tools or manual

9   processes and programs, and all underlying source code) that Rimini developed or implemented

10   for use in the processes by which Rimini (or anyone acting on Rimini's behalf) provides support

11   services for Oracle Software and Support Materials that were in use after November 5, 2018.

12   **INTERROGATORY NO. 5:**

13   Describe the processes by which Rimini (or anyone acting on Rimini's behalf) designs

14   and develops fixes and updates in the course of providing support services for Oracle Software

15   and Support Materials since November 5, 2018, including a description of any changes to these

16   processes in response to the Injunction or in anticipation of possible entry of the Injunction.

17   **INTERROGATORY NO. 6:**

18   Identify all of the tax and regulatory updates, break fixes, new functionality,

19   documentation, or any other files that Rimini provided to customers for Oracle Software and

20   Support Materials since November 5, 2018, including the names of the files, the customers to

21   whom they were provided, the Persons who were involved in developing or testing them, the

22   associated Oracle product line, product, and version, and the dates when they were provided to

23   each customer.

24   **INTERROGATORY NO. 7:**

25   Identify any and all employees and contractors that Rimini hired in response to the

26   Injunction or in anticipation of possible entry of the Injunction, including name, title, job

27   responsibilities, geographic location, part-time or full-time status, and compensation.

28

4

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO RIMINI STREET

1   **INTERROGATORY NO. 8:**

2   Describe in detail Rimini's relationship with any third-party hosting providers during the

3   period after November 5, 2018, including without limitation ██████████ (formerly known as

4   Windstream Hosted Solutions) and any entities contracted by Rimini's customers.

5   **INTERROGATORY NO. 9:**

6   Identify by customer each Oracle Software Environment Rimini accessed on or after

7   November 5, 2018, and whether the Oracle Software Environment is located on Rimini's

8   systems, on the customer's systems, or on third-parties' systems (for example ██████████,

9   formerly known as Windstream Hosted Solutions).

10   **INTERROGATORY NO. 10:**

11   Identify, in the same format Rimini responded to Oracle's Interrogatory No. 27, each of

12   Rimini's former and current customers for which Rimini has provided support or other services

13   or products in connection with any Oracle Software and Support Materials since November 5,

14   2018, including the customer's product line, start date, end date (if applicable), and the name the

15   customer used when executing any contract in connection with any of the Software and Support

16   Materials.

17

18

19

20   DATED: , 2019   MORGAN, LEWIS & BOCKIUS LLP

21

22   By:_____

23   John A. Polito
                                           Attorneys for Plaintiffs Oracle USA, Inc.,
24   Oracle America, Inc. and Oracle International
                                                        Corporation

25

26

27

28

ORACLE'S SUPPLEMENTAL INTERROGATORIES TO RIMINI STREET